

**IN THE FRANKLIN COUNTY COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO**

AVONTE CAMPINHA-BACOTE,	:	
	:	CASE NO.
Plaintiff,	:	
	:	
-vs-	:	COMPLAINT
	:	
BAHGAT & BAHGAT, LLC,	:	
	:	
and	:	
	:	
JOSEPH A. BAHGAT,	:	
	:	
and	:	
	:	
ABE BAHGAT,	:	
	:	
Defendants.	:	

INTRODUCTION

1. This is an action by Avonte Campinha-Bacote to recover unpaid wages from Defendants Bahgat & Bahgat, LLC, Joseph A. Bahgat, and Abe Bahgat, and for breach of an implied contract, conversion, unjust enrichment, and further violations under both state and federal law.

THE PARTIES

2. Plaintiff, Avonte Campinha-Bacote ("Mr. Campinha-Bacote"), is an individual and a resident of the state of California. Mr. Campinha-Bacote worked for Bahgat & Bahgat, LLC for at least three months between 2016 and 2017.

3. At all times while working for Bahgat & Bahgat, LLC, Mr. Campinha-Bacote was an employee, within the meaning of the Act at 29 U.S.C. § 203(e)(1).

4. The Defendant, Bahgat & Bahgat, LLC, is a limited liability company with an office in Columbus, Ohio. Bahgat & Bahgat, LLC is an "employer" under the Act.

5. At all times relevant hereto, Defendant Bahgat & Bahgat, LLC has performed services that have had an effect on interstate commerce.

6. The Defendant, Joseph A. Bahgat, is an individual and a resident of the state of New Jersey. Joseph A. Bahgat is a partner with Bahgat & Bahgat, LLC.

7. The Defendant, Abe Bahgat, is an individual and a resident of the state of Ohio. Abe Bahgat is a partner with Bahgat & Bahgat, LLC.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction pursuant to R.C. § 2305.01 because this is a civil action in which the amount in controversy exceeds \$15,000. Plaintiff's claim for relief also arise under the Fair Labor Standards Act, as amended, 29 U.S.C. § 201 *et seq.* ("the Act").

9. This Court has personal jurisdiction over Defendants because the damages suffered by Plaintiffs arise out of Defendants' conduct in Ohio, a substantial amount of work that Plaintiff performed for Defendants was in Ohio, Defendants maintain an office in Ohio, and it is reasonable to hale Defendants into Ohio court.

FACTUAL BACKGROUND

10. In November of 2016, Mr. Campinha-Bacote was hired by Defendants to work as an Associate Attorney.

11. Defendants agreed to pay Mr. Campinha-Bacote a base salary of \$5,000/month.

12. Mr. Campinha-Bacote was employed by Bahgat & Bahgat, LLC through February 28, 2017, the day he tendered his resignation.

13. Mr. Campinha-Bacote resigned because Defendants failed to timely pay him.

14. Mr. Campinha-Bacote has never been paid for his work despite repeated promises by Defendants.

FIRST CAUSE OF ACTION: STATE LAW BASED UNPAID WAGES CLAIM

15. Each of the preceding paragraphs is hereby incorporated by reference as if fully set forth herein.

16. The Defendants' repeated and knowing failures to pay wages to Mr. Campinha-Bacote are violations of Ohio Revised Code § 4113.15 (hereinafter "Ohio Prompt Pay Act").

17. For the Defendants' violations of Ohio's state wage laws, Mr. Campinha-Bacote is entitled to recover unpaid wages, interest, costs, attorney's fees, and other damages.

SECOND CAUSE OF ACTION: UNPAID WAGES AND BENEFITS

18. Each of the preceding paragraphs is hereby incorporated by reference as if fully set forth herein.

19. Mr. Campinha-Bacote was entitled to agreed-upon wages and benefits.

20. Mr. Campinha-Bacote was not adequately compensated by Defendants during the course of his employment, and Defendants willfully withheld wages.

21. Mr. Campinha-Bacote has worked for several months without being properly compensated and may be entitled to additional wages under the Act.

22. Mr. Campinha-Bacote seeks a judgment for withheld wages, including prejudgment and postjudgment interest, and state law penalties, which is in excess of \$25,000 and will be sought in accordance with proof at trial.

THIRD CAUSE OF ACTION: CONVERSION (WAGE THEFT)

23. Each of the preceding paragraphs is hereby incorporated by reference as if fully set forth herein.

24. Mr. Campinha-Bacote earned wages under state law.

25. Defendants had control over the money that was to be paid to Mr. Campinha-Bacote.

26. Defendants willingly and knowingly refused to pay Mr. Campinha-Bacote the wages to which he was entitled under the law.

27. Defendants did not pay the employer's share of income taxes or the employee's share of income taxes on wages that were lawfully due to Mr. Campinha-Bacote.

28. Defendants did not pay into the Social Security accounts of Mr. Campinha-Bacote for wages he lawfully earned but was not paid.

29. Defendants unlawfully converted the earned but unpaid wages and lawfully required employer contributions to various taxing authorities and the U.S. Treasury to their own use without authority or approval from Mr. Campinha-Bacote.

30. Mr. Campinha-Bacote is entitled to recover the amounts converted by the Defendants and to have it paid to him, and with an Order from the Court directing Defendants to pay the appropriate social security contributions and employer contributions, compensatory and punitive damages, interest and attorney's fees.

FOURTH CAUSE OF ACTION: UNJUST ENRICHMENT

31. Each of the preceding paragraphs is hereby incorporated by reference as if fully set forth herein.

32. Defendants have been unjustly enriched at the expense of Mr. Campinha-Bacote by unlawfully withholding and untimely paying monies owed to him as set forth above.

33. As a direct and proximate result of Defendants' unjust enrichment, Mr. Campinha-Bacote has suffered damages in an amount to be determined at trial.

FIFTH CAUSE OF ACTION: BREACH OF IMPLIED CONTRACT

34. Each of the preceding paragraphs is hereby incorporated by reference as if fully set forth herein.

35. Mr. Campinha-Bacote began employment with Bahgat & Bahgat, LLC in November of 2016.

36. Mr. Campinha-Bacote requested a written employment contract several times but was never given a contract, nor did he sign any agreement or contract.

37. Mr. Campinha-Bacote understood the terms of his employment situation to be compensation of \$5,000 a month, with additional incentives up to \$100,000 a year.

38. Mr. Campinha-Bacote's job duties generally consisted of: legal research, legal writing, client communication, client intake, generating business, administrative tasks, and performing additional services that were requested of him by Joseph A. Bahgat.

39. These facts created an implied contract for Mr. Campinha-Bacote's services and/or an atmosphere which encouraged Mr. Campinha-Bacote to expect that he would receive his monthly wage for work performed.

40. Defendants were required to pay Mr. Campinha-Bacote bi-weekly for his services.

41. Mr. Campinha-Bacote performed all of the conditions, covenants, and promises required by him to be performed in accordance with the terms and conditions of the implied contract.

42. The implied contract between Mr. Campinha-Bacote and Defendants was supported by sufficient consideration.

43. Defendants breached its implied contract with Mr. Campinha-Bacote by 1) refusing to pay the wages due and owing to Mr. Campinha-Bacote; and 2) failing to pay him timely.

44. As a direct and proximate cause of Defendants' actions, Mr. Campinha-Bacote suffered damages.

45. As a result of the breach, Defendants are liable to Mr. Campinha-Bacote for unpaid wages in an amount to be determined at trial, plus prejudgment and postjudgment interest, plus

attorney's fees.

46. Mr. Campinha-Bacote is also entitled to collect additional damages under ORC § 4113.15 for Defendants' willful nonpayment of wages and expenses.

JURY DEMAND

The Plaintiff demands a jury trial of all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff demands that:

- a. General damages in excess of \$75,000.00 in an amount to be proven later;
- b. Judgment for the Plaintiff and against the Defendants on the basis of Defendants' willful violations of the Fair Labor Standards Act and Ohio state wage laws;
- c. an award of actual and compensatory damages in the amount shown to be due for unpaid wage, plus all applicable prejudgment and postjudgment interest at the statutory rate;
- d. an award of liquidated damages, with interest;
- e. an Order directing Defendants to pay the unlawfully converted amounts of social security payments, employee income tax withholding amounts, medicare contributions, etc.;
- f. compensatory and punitive damages in excess of \$75,000 payable to Mr. Campinha-Bacote, but to be more particularly determined at trial;
- g. an Order directing all Defendants to pay Mr. Campinha-Bacote's reasonable attorney fees and costs of this action; and
- h. such other and further relief as this Court deems equitable and just.

0D522 - R47

Respectfully submitted,



Avonte D. Campinha-Bacote (0085845)
1176 Crespi Drive
Pacifica, CA 94044
(513) 313-3806
(415) 276-2988 FAX
Email: Avonte@CamBacLaw.com

Alexander J. Darr (0087102)
Darr Law Offices LLC
11650 Olio Road, Ste 1000-224
Fishers, IN 46037
(312) 857-3277
(855) 225-3277 FAX
Email: Darr@DarrLawOffices.com

Attorneys for Plaintiff,
Avonte Campinha-Bacote